



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

December 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT WITH VAN TASSELL CONSULTING, INC. FOR THE HEALTH CARE
WORKFORCE DEVELOPMENT PROGRAM**
(2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to execute an Agreement, substantially similar to Exhibit I, with Van Tassell Consulting, Inc., for the provision of communication training services for staff at Martin Luther King, Jr./Drew Medical Center, sponsored by the Health Care Workforce Development Program (HCWDP), effective upon date of Board approval through July 31, 2006, in the amount of \$100,000, offset by Tobacco Settlement funds allocated for the HCWDP in Fiscal Year 2005-06.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS or Department) is recommending approval of an Agreement with Van Tassell Consulting, Inc., (Van Tassell) for the provision of communication training services for Martin Luther King, Jr./Drew Medical Center (King/Drew) employees, effective date of Board approval through July 31, 2006.

FISCAL IMPACT/FINANCING:

The maximum obligation of the Agreement is \$100,000, which will be offset by Tobacco Settlement funds. Funding is included in the Fiscal Year (FY) 2005-06 Final Budget and will be requested in future fiscal years as necessary.

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Under the terms and conditions of the County's Medicaid Demonstration Project (1115 Waiver), the State of California and the County of Los Angeles were to provide a 2 to 1 sharing ratio, respectively, to meet the funding obligations of the HCWDP. For FY 2005-06, the State's share of funding is pending approval.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In February 1999, the federal Department of Labor (DOL) awarded a \$1.2 million grant to the County to support a labor-management initiative for training of the DHS workforce required to meet the Department's restructuring needs under the 1115 Waiver. In June 2000, the 1115 Waiver was extended through June 30, 2005. One of the new initiatives to be implemented under the 1115 Waiver extension was the HCWDP. Although the 1115 Waiver expired on June 30, 2005, the State and County are in discussions to continue support for HCWDP activities.

During 2000, Van Tassell provided communication training services as a subcontractor in a pilot training program under a grant for DHS patient financial services employees. Under authority delegated to the Director by the Board in September 2001, Agreement No. H-213104 was executed with Van Tassell to provide communication training in FY 2001-02.

On October 8, 2002, Agreement No. H-207858 with Van Tassell was approved by the Board through July 31, 2003. Subsequently, the Board approved two Amendments augmenting the maximum obligation and extending the term through September 30, 2005.

The new Agreement is effective upon date of Board approval through July 31, 2006 and will provide communication training for King/Drew employees. It is projected that 275 employees will attend one of the eleven, two-day training workshops based on an average of 25 employees per workshop. A condensed program may be offered if King/Drew finds that staffing constraints permit only a one-day session for a particular group of staff.

The maximum obligation is \$100,000 and covers the cost of the workshops at a rate of \$8,500 per two-day workshop. Each workshop is to be staffed by two trainers. Van Tassell will be reimbursed based on the number of workshops provided. In the event that a scheduled workshop is cancelled by the County on the day of the workshop, Van Tassell would be reimbursed \$4,250, one-half of the agreed upon rate per workshop.

The Agreement includes the latest Board-mandated language and may be terminated for The convenience by the County upon 10 days advance written notice to Van Tassell.

County Counsel has reviewed and approved Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Van Tassell was selected from an informal communications training services solicitation conducted prior to the establishment of the HCWDP in 2001. Van Tassell has previously provided training services several times and is familiar with the issues facing the Department, its facilities, employees, and the patients served

The Honorable Board of Supervisors
December 1, 2005
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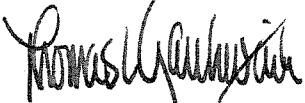
by DHS. The content of the two-day training has been specifically developed by Van Tassell for the Department. The services provided by Van Tassell are of a professional and temporary nature. The Department is recommending a replacement Agreement to respond to the immediate communications training needs at King/Drew. If additional communications training services are needed, a competitive bid process will be conducted.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Not applicable.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm
BLCDVanTassellAgmt.lm.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Communication training services for Martin Luther King, Jr./Drew Medical Center employees.

2. CONTRACTOR - ADDRESS AND CONTACT PERSON:

Van Tassell Consulting, Inc.
556 South Fair Oaks Avenue
PMB 302
Pasadena, CA 91105
Attention: Kathy Van Tassell, President
Telephone: (626) 744-9222

3. TERM:

The Agreement is effective upon date of Board approval through July 31, 2006.

4. FINANCIAL INFORMATION:

The maximum obligation of the Agreement is \$100,000, offset by Tobacco Settlement Funds. Funding is included in the Fiscal Year (FY) 2005-06 Final Budget and will be requested in future fiscal years as necessary.

5. GEOGRAPHIC AREAS (EMPLOYEES) TO BE SERVED:

2nd District.

6. ACCOUNTABLE FOR MONITORING:

Susan Moser, Acting Director, Human Resources Division

7. APPROVALS:

Chief of Staff: Paula Packwood

Chief, Contracts and Grants: Cara O'Neill

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

COMMUNICATIONS TRAINING SERVICES AGREEMENT

with

VAN TASSELL CONSULTING, INC.

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Contract No. _____

COMMUNICATIONS TRAINING SERVICES AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

VAN TASSELL CONSULTING, INC.
(hereafter "Contractor").

Business Address:

556 South Fair Oaks Avenue
PMB 302
Pasadena, CA 91105

WHEREAS, in response to restructuring under the 1115 Waiver,
the County established a Workforce Development Program to provide
certain training and skills development services to its workforce
in the Department of Health Services (hereafter "DHS" or
"Department"); and

WHEREAS, the Work Plan of the Workforce Development Program
includes programs to provide communications training; and

WHEREAS, County has determined that the services required
hereunder are of a professional nature, that such services are
required on a temporary basis and that the County does not have
the expertise to provide such services; and

WHEREAS, Contractor possesses the competence, expertise, and

experience to provide the training services required hereunder by County; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM AND TERMINATION

A. The term of this Agreement shall commence on the date of approval by the Board of Supervisors, and shall continue in full force and effect through July 31, 2006.

B. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 11 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12 (Records and Audits), 17 (County Lobbyists), 21 (Indemnification and Insurance), 22 (Covenant Against Contingent Fees), 25 (Termination for

Insolvency), 26 (Termination for Default), 28 (Termination for Convenience), 30 (Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 "HIPAA"), 37 (Contingent Fees), 39 (County's Quality Assurance Plan), 40 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 41 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program), 42 (Termination for Improper Consideration), and 46 (Compliance with the County's Jury Service Program), below.

C. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

D. County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are not available for this Agreement or for any portion hereof. Notice of such reduction or termination shall be given to Contractor in writing.

2. ADMINISTRATION: Director of County's Department of Health Services, or his/her duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Contractor

shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

3. DESCRIPTION OF SERVICES: Contractor shall provide services as described in Exhibit A (Description of Services), attached hereto and incorporated herein by reference.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), payable as described in Exhibit B (Billing and Payment), attached hereto and incorporated herein by reference.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

6. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County in accordance with Exhibit B, (Billing and Payment) attached hereto and incorporated herein by reference. County shall pay Contractor within a reasonable

period of time, following receipt of a complete and correct billing. Submission of incorrect billing by Contractor will result in delayed payment by County. Such payment shall be the sole consideration paid by County to Contractor hereunder.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall accept referrals of permanent or temporary employees from County's DHS Human Resources for consideration for employment as Contractor vacancies occur after contract implementation and throughout the term of Agreement.

8. WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10. RULES AND REGULATIONS: During the time that Contractor's employees or subcontractors are at any County

facility, such employees and subcontractors shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees and subcontractors who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees or subcontractors from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee: (1) that such employee or subcontractor has violated such rules or regulations, or (2) that such employee's or subcontractor's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11. NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

D. Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical disability as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

E. Contractor shall allow authorized County

representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

F. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete

financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in the County of Los Angeles and shall be made available within ten (10) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit.

In the event that such records are located outside the County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

B. In the event that an audit is conducted of

Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

13. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if

Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

14. REPORTS: Contractor shall make reports as required by Director concerning its activities and operations hereunder. In no event, however, may Director require such reports unless it has provided Contractor with at least thirty days prior written notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Subparagraph, such County consent shall require a written is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be

paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under th is Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event of any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no

way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1 above, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

17. COUNTY LOBBYISTS: Contractor certifies that each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing Agreement,

and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this

Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

© Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may

result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

© Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement

meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1. General Liability insurance (written on ISO policy form CG-00-01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit	\$1 Million
Disease - Each Employee	\$1 Million

22. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for

Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

25. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed

an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement

in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

(3) Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four consecutive hours.

(4) The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten days after written notice from Director to correct the condition.

(5) The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten days after written notice from Director for correction thereof, provided that fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the

extent allowed by Director.

(6) If, in the sole judgement of Director, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

(7) Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

(8) The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so

terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

D.. If, after the notice of termination of this Agreement under the provisions of this Subparagraph, it is determined for any reason that Contractor was not in default under the provisions of this Subparagraph, or the default was excusable under the provisions of this Subparagraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience) below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

27. ENTIRE AGREEMENT: The body of this Agreement, together with Exhibits A, B, C, D, E, and F attached hereto and incorporated herein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent there exists any

conflict between the language of the body of this Agreement and the exhibits attached hereto, the former shall govern and prevail.

28. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

29. COUNTY AUDIT SETTLEMENT: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's

option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, but in no event shall County's payments to Contractor hereunder exceed the maximum obligation.

30. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity

to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. Therefore, the parties agree as follows:

A. Definitions:

1. "Disclose" or "Disclosure" means, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations or to other than its employees.

2. "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic Media means (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines,

private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

3. "Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 C.F.R. §160.103. Protected Electronic Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

4. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

5. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or

medium, that (I) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

6. "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers

participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

7. "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

8. "Services" has the same meaning as in the Body of this Agreement.

9. "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1. shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2. effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

D. Reporting Non-Permitted Use or Disclosure:

Contractor shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes

aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, CA 90012

E. Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

F. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and

provide Covered Entity with copies of any documents produced in response to such request.

G. Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

H. Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

I. Accounting of Disclosures: Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section I shall include: (1) the date of the Disclosure; (2) the name, and address if known, of the entity or person who received the Protected Health Information; (3) a brief description of the Protected Health Information disclosed; and (4) a brief statement of the purpose of the Disclosure. For each Disclosure that could

require an accounting under this Section I, Business Associate shall document the information specified in (1) through (4), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section H to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

J. Obligation of Covered Entity: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

K. Term and Termination:

1. Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 31.B.1., (as modified by Section 31.K.2), 31.D., 31.E., 31.F.,

31.G., 31.H., 31.I., 31.K.3. and 31.L.2 shall survive the termination or expiration of this Agreement.

2. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either: (a) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; (b) immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or © if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

3. Disposition of Protected Health Information Upon Termination or Expiration:

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

L. Miscellaneous:

1. No Third Party Beneficiaries: Nothing in this Paragraph shall confer on any person other than the

parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

2. Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

3. Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

4. Regulatory References: A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5. Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that

permits Covered Entity to comply with the Privacy and Security Regulations.

6. Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

31. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

32. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification

and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

33. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

34. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2)

any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

35. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

36. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or

other substance which might impair his/her physical or mental performance.

37. CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor or with whom Contractor has contacted for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

38. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

39. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

40. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage Earning Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 40, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this

Agreement pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

42. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

43. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

44. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit D.

45. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following:

(1) violated a term of a contract with the County of a nonprofit corporation created by the County,

(2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or

(4) made or submitted a false claim against the County or any public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to the subcontractors of County Contractors.

46. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070) of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an

annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, Contractor means a person, partnership, corporation, or other entity which has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; full-time shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for

purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" for the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

47. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit F, attached hereto and incorporated herein by reference, and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor acknowledges that County places a high priority on implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's

Department of Children and Family Services will supply Contractor with the poster to be used.

48. NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

To Contractor: Van Tassell Consulting, Inc.
556 S. Fair Oaks Avenue
PMB 302
Pasadena, CA 91105

Attention: Kathy Van Tassell

To County: 1. Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Attention: Director, WDP

2. Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Chief, Contracts & Grants
Division

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

VAN TASSELL CONSULTING, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

COMMUNICATIONS TRAINING SERVICES

DESCRIPTION OF SERVICES

A. Overall Description:

Contractor shall provide communication skills training in a two (2) day workshop, "Influencing through Communication", to County's Department of Health Services, Martin Luther King, Jr./Drew Medical Center employees designated by the Director of Health Services ("Director"). The Director may request Contractor to condense the two-day workshop into a shorter program. All workshops, whether two-days or shorter, shall be facilitated by two facilitators selected by and under contract to Contractor. Such facilitators shall be under the supervision and responsibility of Contractor.

Scheduling of all workshops shall be coordinated and agreed to by Director and Contractor. Scheduling of employees for the workshops shall be the sole responsibility of Director.

B. Program Content and Delivery

Contractor agrees to update and adjust the content of its program to the current environment facing the Department and its employees and to reproduce revised materials (Participant Manual) as necessary. Such update and adjustment shall be at no additional cost to County.

The program is designed to improve core competencies in communication, including: (1) interpersonal relationships, (2) effective questioning, (3) active listening, (4) responding with empathy and (5) managing the communication process, and shall be presented in an interactive setting.

Teaching techniques to be used by Contractor include the use of job relevant and realistic situations and examples, role-plays, case studies, and other hands-on activities. Also, Contractor's training strategies shall take into consideration theories in adult learning that assist in retention, including the following:

1. Building on the knowledge and concepts the participants already possess.
2. Relating the learning to the needs of each participant.
3. Allowing opportunity for interaction and questions.
4. Providing hands-on skill practice.
5. Using actual work-related examples.

C. Evaluation

Upon the completion of each workshop, Contractor shall administer a survey to participants to evaluate the trainers and the training provided. Contractor shall retain such surveys and provide County with a summary of survey results.

D. Employees to be Trained and Services to Be Provided

Employees to be trained include those with potential patient care duties, their supervisors and managers. Contractor shall train an average of twenty-five (25) employees per workshop. It is understood by the parties that employee attendance is the sole responsibility of County.

Contractor shall be reimbursed according to the rates set forth in Exhibit B, Billing and Payment.

E. Commencement of Services

Training shall commence as soon as the parties develop a mutually acceptable schedule.

COMMUNICATIONS TRAINING SERVICES

BILLING AND PAYMENT

A. Billing and Payment

Contractor shall be reimbursed monthly in arrears at a rate of Eight Thousand, Five Hundred Dollars (\$8,500) per 2-day workshop (approximately 16-hours). Reimbursement for shorter workshops shall be prorated accordingly.

Contractor shall provide all facilitators, and services and supplies (including, but not limited to paper, markers, dry erase) required in the provision of services hereunder. Reimbursement to Contractor is not dependent on attendance at the workshops, which is the sole responsibility of County. Each monthly billing shall include the dates of the workshops, duration of the workshops, and sign-in sheets, a form which will be provided by County.

Invoices shall be submitted to:

Health Care Workforce Development Program
Department of Health Services
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Attention: Director of HCWDP

B. Maximum Obligation

County's maximum obligation for all services hereunder is One Hundred Thousand Dollars (\$100,000).

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

**CONTRACT FOR
COMMUNICATIONS TRAINING SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.